SOLICITATION, OFFER AND AWARD 1. THIS CON UNDER DI			TRACT IS A I Pas (15 CFR		ORDER	•		RATING DO	CO	PAGE OF	25	24020
2. CONTRACT NO.	3. SOLICITATION NO.				OLICITAT	ION	5. DATE IS		6. REQUISITION	IN/PURCHAS	<u>25</u>	PAGES
				SEAL	ED BID (II	FB)			NO.			
	N00173-	01-R-CR03	X	NEGO	TIATED (RFP)	30 N	IAR 2001				
7. ISSUED BY CONTRACTING OFFICER	C	ODE NO	0173	8. ADI	DRESS OF	FER TO (If other	than Ite	m 7) .				
NAVAL RESEARCH LABOR	ATORY											
ATTN: CODE 3220.CR												
WASHINGTON DC 20375-532	26											
NOTE: In sealed bid solicitations "offer" and "o	fferor" mean "bid" and	f "bidder".		l								
			SOLICI	TATIC	N							
9. Sealed offers in original and4	copies for furnisl	ning the supplies	or services	in the	Schedu	ile will be receive	ed at the	place specifie	d in Item 8, d	or if		
handcarried, in the depository located in	l	Bldg 222, R	Room 11:	5				local time1		001		
						,	four)		(Date)			
CAUTION - LATE Submissions, Modifications, and With	hdrawals: See Section L, I	Provision No. 52.214-7	7 or 52.215-10	. All of	fers are s	ubject to all terms ar	nd condition	ns contained in this	solicitation.			
10. FOR INFORMATION A. NAME						B. TELEPHONE NO	. (Includ	e area code)	NO COLLI	ECT CALI	S)	
CALL:	Ala	n Wayne Cru	pi			,	,	•	67-3595		,	
			11. TABLE O	F CON	TENTS	·						
(✔) SEC. DE	SCRIPTION		PAGE(S)	(4)	SEC.			DESCRIPTION	V		P/	AGE(S)
	THE SCHEDULE		T	_	ı			II - CONTRACT CL	AUSES			
X A SOLICITATION/CONTRACT FOR			1	X	1	CONTRACT CLA					1.	<u>2-16</u>
 ★ B SUPPLIES OR SERVICES AND F ★ C DESCRIPTION/SPECS./WORK S 			2-4			γ		UMENTS, EXHIBIT	S AND OTHER	ATTACH.		
X D PACKAGING AND MARKING	TATEMENT		5	×	J	LIST OF ATTAC		ESENTATIONS AN	DINCTOLICTIO	ue.		17
X E INSPECTION AND ACCEPTANC	E	***************************************	5			1		TIFICATIONS AN		143		
X F DELIVERIES OR PERFORMANCE			5	×	K	OTHER STATEM			ND.			17
★ G CONTRACT ADMINISTRATION	DATA		6-9	X	L	INSTRS., COND	S., AND N	OTICES TO OFF	ERORS			8-23
★ H SPECIAL CONTRACT REQUIRE	MENTS		9-12	X	М	EVALUATION FA	ACTORS F	OR AWARD				3-25
		OFFER (M										
NOTE: Item 12 does not apply if the solicitation		-		ccepta	nce Perio	od.		, , , , , , , , , , , , , , , , , , ,				
 In compliance with the above, the undersi offeror) from the date for receipt of offer 	gned agrees, if this of	fer is accepted wit	thin	-t	c	alendar days (60	calenda	ır days unless	a different	period is	inserted	l by the
time specified in the schedule.	s specified above, to	unnan any or an ne	ilis upon wiii	en prici	es are or	rereu at the price	set oppos	ate each item, de	elivered at the	designated	point(s), v	athin the
3. DISCOUNT FOR PROMPT PAYMENT		ALENDAR DAYS	1	O CALEI	NDAR DA		30 CALEN	IDAR DAYS			CALENDA	R DAYS
(See Section I, Clause No. 52-232-8			%			%			%			%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of	f amend-	AMENDMEI	AMENDMENT NO.			DATE		AMENDMEN'	T NO.		DATE	
ments to the SOLICITATION for off	erors and											
related documents numbered and da	tea:	FACILIT	Y			16. NAME AND TIT	ILE DE PER	ISON AUTHORIZED	TO SIGN			
ISA. NAME AND			'			OFFER (Type		OOM AO MOMELE	10 01011			
ADDRESS												
OF OFFEROR												
SB. TELEPHONE NO. (Include area code)	IS DIFFERE	K IF REMITTANCE AD NT FROM ABOVE - EN				17. SIGNATURE				18. OF	FER DATE	
	SUCH ADD	RESS IN SCHEDULE.	/Ta ha sam	lated	hu Cau							
9. ACCEPTED AS TO ITEMS NUMBERED	20. /	MOUNT	(To be comp			<i>ernment)</i> IG and appropria	TION					
2. AUTHORITY FOR USING OTHER THAN FULL AND TION:	OPEN COMPETI-											
				23. 8	SUBMIT	INVOICES TO ADD	RESS SH	OWN IN		ITEM		
10 U.S.C. 2304(c) ()	41 U.S.C.)			s unless otherv	vise spec	cified)				
4. ADMINISTERED BY (If other than Item ?	7) CI	DDE		25. PA	YMENT V	VILL BE MADE BY			CO	DE		
6. NAME OF CONTRACTING OFFICER (Type or pi	rint)			27. UN	IITED STA	ATES OF AMERICA			· · ·	28. AWARD	DATE	
						(Signature of	Contrac	ting Officer)				
MPORTANT - Award will be made on this Form,	or on Standard Form	26, or by other auth	orized officia	writt	en notice) .						

PART I - THE SCHEDULE SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SUPPLIES/SERVICES AND COSTS

ITEM Number	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE		MATED COST S FIXED FEE
BASIC 0001	The Contractor shall provide engineering and technical support for Research, Development, Test, and Evaluation services in accordance with Section C.	\$	\$	\$	t von en
0002	Data in accordance with Exhibit A (DD 1423).	NSP*	NSP		NSP
TOTAL EST.	COST PLUS FIXED FEE	\$	\$	\$	
* Not Sepa	arately Priced				
OPTION I 0003	The Contractor shall provide engineering and technical support for Research, Development, Test, and Evaluation services in accordance with Section C.	\$	\$	\$	
0004	Data in accordance with Exhibit A (DD 1423).	NSP	NSP		NSP
TOTAL EST. COST PLUS FIXED FEE		\$	\$	\$	

ITEM Number	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE		MATED COST S FIXED FEE
OPTION II 0005	The Contractor shall provide engineering and technical support for Research, Development, Test, and Evaluation services in accordance with Section C.	\$	\$	\$	
0006	Data in accordance with Exhibit A (DD 1423).	NSP	NSP		NSP
TOTAL EST. 0	COST PLUS FIXED FEE	\$	\$	\$	
OPTION III 0007	The Contractor shall provide engineering and technical support for Research, Development, Test, and Evaluation services in accordance with Section C.	\$	\$	\$	
8000	Data in accordance with Exhibit A (DD 1423).	NSP	NSP		NSP
TOTAL EST. C	OST PLUS FIXED FEE	\$	\$	\$	

PAGE 4

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
OPTION IV 0009	The Contractor shall provide engineering and technical support for Research, Development, Test, and Evaluation services in accordance with Section C.	\$	\$	\$
0010	Data in accordance with Exhibit A (DD 1423).	NSP	NSP	NSP
TOTAL EST. C	OST PLUS FIXED FEE	\$	\$	\$

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 STATEMENT OF WORK

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 08 Dec 2000 which are hereby incorporated by reference. The full text is available at http://heron.nrl.navy.mil/contracts/home.htm.

C-3 SUBCONTRACTING PLAN

Subcontracting Plan * dated is hereby incorporated by reference and made a material part of this contract.

(* this provision will be included and completed at time of award, if applicable)

SECTION D PACKAGING AND MARKING

D-1 PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR	CLA	USE	TITLE

52.246-8 - Inspection Of Research And Development - Cost Reimbursement (APR 1984)

52.246-9 - Inspection Of Research And Development (Short Form) (APR 1984)

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

SECTION F DELIVERIES OR PERFORMANCE

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE TITLE

52.242-15 - Stop-Work Order (AUG 1989) - Alternate I (APR 1984)

52.247-34 - F.O.B. Destination (NOV 1991)

F-2 PERIOD AND PLACE OF PERFORMANCE

- (a) The term of this contract is from date of contract award through 12 months thereafter, with4 options, which will extend the period of performance for an additional 12 months each, if exercised.
- (b) The principal place of performance of this contract shall be at the Naval Research Laboratory Flight Support Detachment (NRLFLTSUPDET), Patuxent River, Maryland.

SECTION G CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters- *			
Security Matters- *			
Safety Matters- *			
Patent Matters- *	-eq.	+ d	
Release of Data- *			

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 1008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

(* To be completed at time of award)

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

(* To be completed at time of award)

G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

- (a) For the purposes of this clause, technical direction includes the following:
 - (1) Direction to the Contractor which shifts work emphasis between work areas or tasks,

- requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
- (2) Guidelines to the Contractor which assist in interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
 - (1) Assign additional work under the contract:
 - (2) Direct a change as defined in the contract clause entitled "Changes";
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
 - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
 - (1) Date of TDM,
 - (2) Contract Number,
 - (3) Reference to the relevant portion or item in the Statement of Work,
 - (4) The specific technical direction or clarification, and
 - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

G-4 SUBCONTRACTORS/CONSULTANTS

- (a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).
- (b) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract:

Subcontractor/Consultant Name

Estimated Cost

(Paragraph (b) will be included and filled in at time of award if subcontractor/consultants are proposed by the successful offeror)

G-5 NAPS 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and $\underline{4}$ copies, to the contract auditor at the following address:

(To be completed at time of award)

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [See Section G for designated COR]. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than $\underline{30}$ calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
 - (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number(ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

	() () () () () () () () () ()
(e)	A DD Form 250, "Material Inspection and Receiving Report",
	is required with each invoice submittal.
	$\overline{\boxtimes}$ is required only with the final invoice.
	is not required.
(f)	A Certificate of Performance
	shall be provided with each invoice submittal.
	$\overline{\boxtimes}$ is not required.
(g)	The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any)

- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Cost of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

G-6 INCREMENTAL FUNDING

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to this contract is \$ * and it is estimated that this amount is sufficient for contract performance through * .

(*this provision will be included and completed at time of award, if applicable)

G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)

The purpose of these instructions is to permit the paying office to charge the accounting classification citations in the contract in a manner that reflects the performance of the contract. These instructions do not create any obligation on the part of the Government or the contractor nor do they in any way alter any obligation created by any other provision of the contract. Invoices should be paid from available ACRNs in the following order:

- (a) ACRNs cited on the contractor's invoice.
- (b) On a proportional basis from any ACRNs assigned to funds which will cancel at the end of the current fiscal year.
- (c) The ACRN assigned to the following line of accounting: 97X4930.NH4A 000 77777 0 000173 2F 000000 N00173Z45000.
- (d) If funds appropriated in more than one fiscal year are allotted to the contract, the ACRN assigned to the oldest allotment of funds.
- (e) On a proportional basis from all ACRNs assigned to allotments of funds appropriated in a single fiscal year.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

This is a *

(*To be completed at time of award)

H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.
- (d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

LABOR CATEGORY

NAME

Electronic Warfare Engineer

(* To be completed at time of award)

H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 12,768 total hours of direct labor for the base award, and 12,768 total hours for each option, if exercised, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.
- (b) The level of effort for this contract shall be expended at an average rate of 1064 hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.
- (c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.
- (d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would

be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

Fee Reduction = Fixed Fee X (Required LOE Hours - Expended LOE Hours)

Required LOE Hours

- or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.
- (g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.
- (h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.
- (i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.
- (j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.
- (k) The anticipated breakdown by labor category of the total level of effort is as follows:

Labor Category	Basic	Option I	Option II	Option III	Option IV
EW Engineer	4160	4160	4160	4160	4160
Tech Specialist (Airframe)	2080	2080	2080	2080	2080
Tech Specialist (Sheetmetal)	2080	2080	2080	2080	2080
Technician (Electronics)	4160	4160	4160	4160	4160
Administrative Assistant	288	288	288	288	288
10.00	12,768	12,768	12,768	12,768	12,768

H-4 ONR 5252.235-9714 - REPORT PREPARATION (FEB 97)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, "Scientific and Technical Reports: Elements, Organization, and Design. "[NOTE: ANSI Z39.18 may be obtained from NISO Press Fulfillment Center, P. O. Box 338, Oxon Hill, MD. 20750-0338.Telephone 1-800-282-6476]

H-5 OPTION TO EXTEND TERM

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer's notice of renewal to the Contractor within the existing term of the contract.

H-6 ON-SITE USE OF GOVERNMENT PROPERTY

Government facilities and equipment specified or approved for use in the performance of any portion of the contract at the U.S. Naval Research Laboratory (NRL) or any of its field sites may be used by the contractor's personnel on a rent free basis. All such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

H-7 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY

This requirement applies to information technology (IT) that processes date-related information. All such IT delivered under this contract shall be Year 2000 compliant as defined at FAR 39.002.

H-8 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

PART II - CONTRACT CLAUSES SECTION I CONTRACT CLAUSES

I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://heron.nrl.navy.mil/contracts/home.htm

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSI	Е	TITLE
52.202-1	-	Definitions (OCT 1995)
52.203-3	-	Gratuities (APR 1984)
52.203-5	-	Covenant Against Contingent Fees (APR 1984)
52.203-6	-	Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	-	Anti-Kickback Procedures (JUL 1995)
52-203-8	_	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity
		(JAN 1997)
52.203-10	-	Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	-	Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
52.204-2	-	Security Requirements (AUG 1996)
52.204-4	-	Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
52.209-6	-	Protecting The Government's Interest When Subcontracting With Contractors
		Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-15	-	Defense Priority And Allocation Requirements (SEP 1990)
52.215-2	-	Audit And Records-Negotiation (JUNE 1999)
52.215-8		Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	-	Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
52.215-13	-	Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
52.215-14	_	Integrity Of Unit Prices (OCT 1997)
52.215-15	_	Pension Adjustments And Asset Reversions (DEC 1998)
52.215-17	-	Waiver Of Facilities Capital Cost Of Money (OCT 1997)
		(will be included if the successful offeror does not propose facilities capital cost of
		money)
52.215-18	-	Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than
		Pensions (OCT 1997)
	-	Notification Of Ownership Changes (OCT 1997)
52.215-21	-	Requirements For Cost Or Pricing Data Or Information Other Than Cost or Pricing
		Data -Modifications (OCT 1997)
	-	Allowable Cost And Payment (MAR 2000
	-	Fixed-Fee (MAR 1997)
52.219-4	-	Notice Of Price Evaluation Preference For HUBZone Small Business Concerns
		(JAN 1999) Offeror elects to waive the evaluation preference.
52.219-8	-	Utilization Of Small Business Concerns (OCT 2000)
52.219-9	-	Small Business Subcontracting Plan (OCT 2000) - Alternate II (JAN 1999)
52.219-16	-	Liquidated Damages-Subcontracting Plan (JAN 1999)
52.219-25	-	Small Disadvantaged Business Participation Program-Disadvantaged Status And
		Reporting (OCT 1999)
52.222-1	-	Notice To The Government Of Labor Disputes (FEB 1997)
E0 000 0		December 1 For Overtime December (IIII 4000) The LL CCC C. C. L. A. C. C.
52.222-2	-	Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized
E0 000 0		Under This Contract If The Overtime Premium Does Not Exceed "0"
	-	Convict Labor (AUG 1996) Prohibition of Source and Excilition (EER 1999)
52.222-21	-	Prohibition of Segregated Facilities (FEB 1999)

52.222-26	-	Equal Opportunity (FEB 1999)
52.222-35	-	Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
52.222-36	_	Affirmative Action For Workers With Disabilities (JUN 1998)
52.222-37	-	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
52.223-3	_	Hazardous Material Identification And Material Safety Data (JAN 1997)
52.223-5	_	Pollution Prevention And Right-To-Know Information (APR 1998)
52.223-6	_	Drug-Free Workplace (JAN 1997)
52.223-10	_	Waste Reduction Program (AUG 2000)
52.223-14	_	Toxic Chemical Release Reporting (OCT 2000)
52.225-14	_	Restrictions On Certain Foreign Purchases (JUL 2000)
52.226-1	_	
	-	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (JUN 2000)
52.227-1	-	Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
52.227-2	-	Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
52.227-11	-	Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
		(will be included if the successful offeror is a small business or a non-profit
		organization)
52.227-12	-	Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)
		(will be included if the successful offeror is not a small business or a non-profit
		organization)
52.228-7	-	Insurance - Liability To Third Persons (MAR 1996)
52.230-2	-	Cost Accounting Standards (APR 1998)
52.230-3	-	Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
52.230-6	-	Administration Of Cost Accounting Standards (NOV 1999)
52.232-17	-	Interest (JUN 1996)
52.232-18	_	Availability Of Funds (APR 1984)
52.232-20	_	Limitation Of Cost (APR 1984) (Applicable when the contract or task order is fully
		funded)
52.232-22	_	Limitation Of Funds (APR 1984) (Applicable when the contract or task order is not
		fully funded)
52.232-23	_	Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
52.232-25	_	Prompt Payment (JUN 1997)
52.232-33	_	Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
52.233-1	_	Disputes (DEC 1998)
52.233-3	_	Protest After Award (AUG 1996) - Alternate I (JUN 1985)
52.237-2	_	Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
52.237-10	_	Identification of Uncompensated Overtime (OCT 1997)
52.242-1		Notice Of Intent To Disallow Costs (APR 1984)
52.242-3	-	· · · · · · · · · · · · · · · · · · ·
52.242-13	-	Penalties For Unallowable Costs (OCT 1995)
52.242-13 52.243-2	-	Bankruptcy (JUL 1995) Changes Cost Boimburgement (ALC 1997) Alternate V (ABB 1994)
	-	Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
52.244-2 52.244-5	-	Subcontracts (AUG 1998) - Alternate I (AUG 1998)
52.244-5	-	Competition In Subcontracting (DEC 1996)
52.244-6	-	Subcontracts For Commercial Items And Commercial Components (OCT 1998)

52.245-5	_	Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour
		Contracts) (JAN 1986) (DEVIATION)
52.246-23	-	Limitation Of Liability (FEB 1997)
52.246-25	-	Limitation Of Liability - Services (FEB 1997)
52.247-1	-	Commercial Bill Of Lading Notations (APR 1984)
52.247-63	-	Preference For U. S. Flag Carriers (JAN 1997)
52.249-6	_	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	-	Excusable Delays (APR 1984)
52.251-1	-	Government Supply Sources (APR 1984)
52.252-6	-	Authorized Deviations in Clauses (APR 1984)(fill in Defense Federal Acquisition
		Regulation Supplement (48 CFR Chapter 2))
52.253-1	_	Computer Generated Forms (JAN 1991)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DFARS CLAUS	SE	TITLE
252.201-7000	-	Contracting Officer's Representative (DEC 1991)
252.203-7001	-	Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related
		Felonies (MAR 1999)
252.204-7000	-	Disclosure Of Information (DEC 1991)
252.204-7003	-	Control Of Government Personnel Work Product (APR 1992)
252.204-7004	-	Required Central Contractor Registration (MAR 2000)
252.205-7000		Provision Of Information To Cooperative Agreement Holders (DEC 1991)
252.209-7000	-	Acquisition From Subcontractors Subject To On-Site Inspection Under The
		Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
252.209-7004	-	Subcontracting With Firms That Are Owned Or Controlled By The Government
		Of A Terrorist Country (MAR 1998)
252.215-7000		Pricing Adjustments (DEC 1991)
252.219-7003	-	Small Business And Small Disadvantaged Business Subcontracting Plan (DoD
		Contracts) (APR 1996)
252.219-7004	-	Small, Small Disadvantaged And Women-Owned Small Business Subcontracting
		Plan (Test Program) (JUN 1997)
252.223-7004		Drug-Free Work Force (SEP 1988)
252.223-7006	-	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
252.225-7012	-	Preference For Certain Domestic Commodities (AUG 2000)
252.225-7026	-	Reporting Of Contract Performance Outside The United States (JUN 2000)
252.225-7031	-	Secondary Arab Boycott Of Israel (JUN 1992)
252.225-7043	-	Antiterrorism/Force Protection Policy For Defense Contractors Outside The
		United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS),
		Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
252.227-7000	_	Non Estoppel (OCT 1966)
252.227-7001	-	Release Of Past Infringement (AUG 1984)
252.227-7013	-	Rights In Technical Data Noncommercial Items (NOV 1995) - Alternate I (JUN 1995)

252.227-7014	-	Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995) - Alternate I (JUN 1995)
252.227-7016	_	Rights In Bid Or Proposal Information (JUN 1995)
		Validation Of Asserted RestrictionsComputer Software (JUN 1995)
252.227-7019		·
232.221-1023	_	Limitations On The Use Or Disclosure Of Government-Furnished Information
252 227 7020		Marked With Restrictive Legends (JUN 1995)
252.227-7030		Technical DataWithholding Of Payment (MAR 2000)
252.227-7034		PatentsSubcontracts (APR 1984)
252.227-7036		Declaration Of Technical Data Conformity (JAN 1997)
252.227-7037		Validation Of Restrictive Markings On Technical Data (SEP 1999)
252.227-7039	-	PatentsReporting Of Subject Inventions (APR 1990)
252.231-7000	-	Supplemental Cost Principles (DEC 1991)
252.235-7010	-	Acknowledgment Of Support And Disclaimer (MAY 1995)
252.235-7011	_	Final Scientific Or Technical Report (SEP 1999)
252.242-7000	-	Post Award Conference (DEC 1991)
252.242-7004	_	Material Management And Accounting System (DEC 2000)
252.243-7002	_	Requests For Equitable Adjustment (MAR 1998)
252.244-7000	_	Subcontracts For Commercial Items And Commercial Components (DOD
		Contracts) (MAR 2000)
252.245-7001	_	Reports Of Government Property (MAY 1994)
252.246-7001	_	Warranty Of Data (DEC 1991)
252.247-7023	_	Transportation Of Supplies By Sea (MAR 2000)
252.247-7024	_	Notification Of Transportation Of Supplies By Sea (MAR 2000)
		(will be included if the successful offeror made a negative response to the inquiry
		at DFARS 252.247-7022)
252.251-7000	_	Ordering From Government Supply Sources (MAY 1995)
	_	ordering From Covernment oupply cources (IVIA F 1885)

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definitions.

"Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b)	The Contractor shall label products which contain	or are manufactured v	with ozone-
depleting	substances in the manner and to the extent requir	red by 42 U.S.C. 7671j	j (b), (c), and (d
and 40 C	FR Part 82, Subpart E, as follows:		
"WARNIN	G: Contains (or manufactured with, if applicable)	*	, a

substance(s) which harm(s) public health and environment by destroying ozone in the upper

atmosphere."

^{*} The Contractor shall insert the name of the substance(s).

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS SECTION J LIST OF ATTACHMENTS

- **J-1** Attachment (1) Statement Of Work 4 Pages, With Exhibit A DD Form 1423, Contract Data Requirements List, 3 Pages.
- **J-2** Attachment (2) Personnel Qualifications, 3 Pages
- **J-3** Attachment (3) DD Form 254, Contract Security Classification Specification, Ser 052-00 Dated 20001222, 2 Pages.
- **J-4** Attachment (4) Accounting and Appropriation Data, 1 Page. *

(* To be included at time of award)

PART IV - REPRESENTATIONS AND INSTRUCTIONS SECTION - K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1 Representations, Certifications, and Other Statements of Offerors or Respondents

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at http://heron.nrl.navy.mil/contracts/reps&certs.htm

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

The fill in information is as follows:

The NAICS code for this acquisition is 541710.

The small business size standard is 500.

SOLICITATION NUMBER: N00173-01-R-CR03

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SECTION L INSTRUCTIONS CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://heron.nrl.navy.mil/contracts/home.htm

FAR CLAUS	SE	
52.204-6	-	Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (FEB 2000)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
52.219-24	-	Small Disadvantaged Business Participation Program - Targets (JAN 1999)
52.252-5	-	Authorized Deviations In Provisions (APR 1984)

L-2 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a \square DX rated order; \boxtimes DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) See Section L, Volume II Business Proposal

L-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee Term contract resulting from this solicitation.

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L-5 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-6 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
 - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

Basis for

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished

Asserted Rights

Name of Person

Asserting

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With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)****.	(LIST)	(LIST)	(LIST)

- * For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.
- ** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- *** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
- **** Corporation, individual, or other person, as appropriate.
- ***** Enter "none" when all data or software will be submitted without restrictions.

Date		-
Printed Name and Title		_
		_
Signature	(End of identification and assertion)	_

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

L-7 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify -

(a) The contract number under which the data or software were produced;

- (b) The contract number under which, and the name and address of the organization to whom,
 - the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

L-8 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

L-9 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-10 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

- (1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).
- (2) Proposal Identification/Mailing The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

Solicitation No. N00173-00-R-CR03 Closing Date: (As specified in Block 9, RFP face page) Attn: Code 3220.CR

(3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-11 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES.

Offerors must propose in accordance with H-3 Level of Effort, Paragraph (k).

A. TECHNICAL UNDERSTANDING

Provide documentation to support the understanding of each of the technical requirements (task areas) in the Statement of Work (SOW), as listed below.

- a. Management Support (Task Area 1)
- b. Engineering/Technical Support (Task Area 2)
- c. NP-3D Operational Support (Task Area 3)
- d. Maintenance Support (Task Area 4)
- e. Documentation Support (Task Area 5)

B. PERSONNEL QUALIFICATIONS

Resumes of proposed personnel must reflect experience, certification, and educational background demonstrating the ability to perform the required tasks in the SOW. Also previous experience of the key personnel including the degree to which they meet the requirements set forth in the Personnel Qualifications, Attachment (2).

C. MANAGEMENT FACILITIES

- a. Experience of contractor in managing tasks like those outlined in the SOW.
- b. Corporate structure as related to contract, defining responsibilities, authorities, and accountabilities.
- c. Company facilities as related to responding to the requirements of the SOW.

L-12 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES

(1) COST PROPOSAL

The offeror shall submit a business proposal that includes a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate each cost element. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. However, offerors are advised to use actual labor rates of proposed personnel as the basis for estimating labor costs when practicable.

(2) SMALL BUSINESS PARTICIPATION

- (a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (Jan 1999) with its Alternate II, proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.
- (b) Proposals must also include information to permit evaluation of the extent of participation of small disadvantaged business concerns in performance of the contract. See the provision at FAR 52.219-24, Small Disadvantaged Business Participation Program--Targets (Jan 1999), and the clause at 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Jan 1999). Any targets will be incorporated into and become part of any resulting contract. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

L-13 TRAVEL AND MATERIAL ESTIMATES (FOR EVALUATION PURPOSES ONLY)

The travel and material estimates and other direct costs set forth MUST be included in each offeror's cost proposal for evaluation purposes only. During the term of the contract, the contractor will be reimbursed actual and allowable travel, material, and other direct associated expenses.

The Government estimates the travel cost for this effort to be \$50,000.00 for the basic award and \$50,000.00 for each option, if exercised.

The Government estimates the material cost for this effort to be \$50,000.00 for the basic award and \$50,000.00 for each option, if exercised.

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although technical considerations are more important than the cost factor, the closer the technical scores of the various proposals are to one another, the more important the business considerations become.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor. Technical Understanding and Personnel Qualifications factors are of equal importance and more important than the Management/Facilities factor.

M-2-1. TECHNICAL/MANAGEMENT

(1) TECHNICAL UNDERSTANDING

Evaluation will be based on the demonstrated understanding of each of the technical requirements (task areas) in the Statement of Work.

- a. Management Support (Task Area 1)
- b. Engineering/Technical Support (Task Area 2)
- c. NP-3D Operational Support (Task Area 3)
- d. Maintenance Support (Task Area 4)
- e. Documentation Support (Task Area 5)

(2) PERSONNEL QUALIFICATIONS

The proposed personnel will be evaluated on the experience and qualifications of the proposed personnel relevant to the proposed task, the quantity and quality of the Offeror's corporate experience relevant to the proposed task; and the previous experience of the key personnel including the degree to which they meet the requirements set forth in the Personnel Qualifications.

(3) MANAGEMENT/FACILITIES

Evaluation will be based on the following:

- a. Experience of contractor in managing tasks like those outlined in the Statement of Work.
- b. Corporate structure as related to contract, defining responsibilities, authorities, and accountabilities.
- c. Company facilities as related to responding to the requirements of the Statement of Work.

M-2-2 COST TO THE GOVERNMENT

Proposed estimated cost to the Government. The Government may adjust the proposed cost for purposes of evaluation based upon an evaluation of cost realism. Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal

as well as the proposed labor and indirect rates. It also includes evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

M-2-3 SMALL BUSINESS PARTICIPATION

- (a) The extent of participation of small businesses and historically black colleges or universities and minority institutions in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.
- (b) The extent of participation of small disadvantaged business concerns in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

M-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

PAGE 1

STATEMENT OF WORK

INTRODUCTION/BACKGROUND

The primary mission of the Integrated Electronic Warfare (EW) Simulation Branch is to conduct a multifaceted simulation program to advance U.S. Navy research, development, test, and evaluation (RDT&E). Under OPNAV sponsorship, the Branch provides for the research, development, operation, and maintenance of RF (Radio Frequency) antiship missile simulators, a large hardware-in-the-loop simulation facility, and a specially equipped NP-3D flying EW laboratory. These simulation assets directly support the effectiveness evaluation of current and future EW systems and techniques in the RF domain.

Currently, NRL maintains and operates six (6) NP-3D research aircraft, located at the NRL Flight Support Detachment (NRLFLTSUPDET), Naval Air Station, Patuxent River, Maryland. Two of these aircraft are utilized by the Integrated EW Simulation Branch to develop and provide an airborne capability to perform effectiveness evaluations of Naval EW systems.

1.0 SCOPE

1.1 The contractor shall provide management, engineering, technical, operational, maintenance, and documentation services necessary to support RDT&E flight programs. The services require the application of technical and engineering expertise and specialized experience in EW, simulation, decoy, and deception systems. The services are required to support the Branch project engineers and managers during the development, installation, testing, operation, maintenance, calibration, and removal of simulators and EW support equipment utilized with NRL and other airborne platforms. The contractor shall deliver data (courier, live stream, or other means/COR will specify type of delivery) to other Naval activities.

1.2 TASK AREA 1: MANAGEMENT SUPPORT

1.2.1 Definition:

The contractor shall support pre-test planning, test coordination, flight test scheduling, program tracking, and conference/briefing requirements. This support includes attending meetings to discuss requirements for upcoming tests, briefing test personnel on test requirements and plans, and coordination with NRLFLTSUPDET personnel for installation and removal of simulator hardware on the aircraft.

PAGE 2

1.3 TASK AREA 2: ENGINEERING/TECHNICAL SUPPORT

1.3.1 Definition:

The contractor shall (a) provide services for the design, installation, removal, modification, and updating of EW and simulation equipment utilized by the Integrated EW Simulation Branch and (b) provide review of system documentation, design specifications, installation requirements, proposed test plans, and fleet support test descriptions.

1.4 TASK AREA 3: NP-3D OPERATIONAL SUPPORT

1.4.1 Definition:

The contractor shall provide support to Branch project engineers relating to project support and performance of flight testing associated with NRL NP-3D aircraft. Subtasks shall include:

- 1.4.1.1 Coordination with NRLFLTSUPDET personnel for installation and removal of equipment from the aircraft.
- 1.4.1.2 Coordination with NRLFLTSUPDET personnel to maintain configuration control on equipment installed and removed from the aircraft.
- 1.4.1.3 Defining the requirements necessary to ensure a successful mission.
- 1.4.1.4 Operation of Effectiveness of Naval Electronic Warfare Systems (ENEWS) simulators during flight operations.
- 1.4.1.5 Conducting data analysis.

1.5 TASK AREA 4: MAINTENANCE SUPPORT

1.5.1 Definition:

The contractor shall provide simulator and equipment maintenance support for the Integrated EW Simulation Branch mission. This maintenance is to be performed on ENEWS simulators, AERO 65 pylons with BRU-15 bomb racks, and ground support equipment (GSE) used to perform these tasks. This shall include:

- 1.5.1.1 Simulator and support equipment modification, installation, and removal.
- 1.5.1.2 Ground and flight maintenance support.
- 1.5.1.3 Scheduled and unscheduled maintenance on simulators and support equipment.
- 1.5.1.4 Corrosion control on simulators, support equipment, and pylons.
- 1.5.1.5 Storage and accountability of simulators, support equipment, and test equipment.

1.6 TASK AREA 5: DOCUMENTATION SUPPORT

1.6.1 Definition:

The contractor shall provide services for the development, review, and preparation of conference and briefing materials, test plans, test reports, data sheets, operation requirements guides and associated graphics for technical and management reports. The contractor shall deliver data (courier, live stream, or other means/COR will specify type of delivery) to other Naval activities.

2.0 MATERIAL

Specialized materials in support of the Statement of Work may be required on short notice such as videotapes, batteries, and strip chart paper. Prior approval by the Contracting Officer's Representative (COR) is required for any such purchase and support. All such requirements will be identified by the COR in advance.

3.0 FACILITIES

The nature of the services required by the contract will necessitate prompt responsiveness to contract tasking requirements. Therefore, the contractor must maintain a facility located such that contractor personnel can respond to tasking requirements at NAWC-AD, Patuxent River, MD, within one hour. The normal working hours in which contractor personnel must be made available for tasking requirements are between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. The contractor's facility must be adequate to perform the work under this contract in the event the NAWC-AD, Patuxent River building is unavailable.

4.0 OVERTIME

Overtime may be required to conduct tests in support of programs in excess of the normal eight (8) hour workday. On these occasions, the contractor will be required to support these test programs. Overtime shall be in accordance with FAR 52.222-2. All such requirements will be identified by the COR in advance.

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved OMB No. 0704-0188

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17. PRICE GROUP

ATTACHMENT (2) PAGE 1

PERSONNEL QUALIFICATIONS

Due to the highly diverse and technical nature of the task area requirements in the Statement of Work (SOW), the Electronic Warfare (EW) Engineer and the Technician (Electronics) must be currently certified as physically qualified and aeronautically adapted for duties involving flying in Government aircraft in accordance with OPNAVINST 3710.7R, Project Specialist requirements. It is anticipated that the flight positions will require 100-200 flight hours per contract year. The OPNAVINST may be found at the following web address: http://neds.nebt.daps.mil/directives/dirindex.html

EW Engineer

(1) Education: BSEE (Bachelor of Science Electrical Engineering) from an accredited college or university, or equivalent work experience (two years of experience in relation to the subject matter described under Experience below may be substituted for each year of education towards a BSEE degree).

(2) Experience:

At least eight (8) years work experience and background in areas of Electronic Warfare Support (EWS), Electronic Attack (EA), and Electronic Protection (EP) equipment and operational requirements as relates to fleet operations of the U.S. Navy.

Must have experience in all of the specialty areas below. Minimum of eight (8) years total.

- (a) Understanding and applying military RDT&E procedures relating to electronic warfare.
- (b) Developing of test plans/test reports as relates to testing with airborne antiship EW simulation equipment.
 - (c) Understanding and applying military specifications and standards.
- (d) Data reduction and analysis of special-purpose airborne simulator information.
 - (e) Naval flight scheduling and program coordination.

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PAGE 2

Technical Specialist (Airframe)

- (1) Must have at least five (5) years experience in aircraft systems maintenance and installation and removal of special-purpose project equipment as relates to Navy aircraft.
- (2) Must have knowledge of U.S. Naval Corrosion Control preventive maintenance procedures.
- (3) Must be capable of being certified by approved government personnel to operate Ground Support Equipment (GSE), including, but not limited to, MK7 and MK9 bomb carts, NC8 and NC10 power units and NR8 ordnance vehicles.
- (4) Must have experience in installing pods and pylons on Navy aircraft.

Technical Specialist (Sheetmetal)

- (1) Must have at least five (5) years experience in design, fabrication, installation, and modification of aircraft electronic, microwave systems, and structures.
- (2) Must have experience in aircraft project installation and removal requirements.
- (3) Must be capable of being certified by approved government personnel to operate Ground Support Equipment (GSE), including, but not limited to, MK7 and MK9 bomb carts, NC8 and NC10 power units and NR8 ordnance vehicles.
- (4) Must have knowledge of U.S. Naval Corrosion Control preventive maintenance procedures.
- (5) Must have experience in installing pods and pylons on Navy aircraft.

Technician (Electronics)

- (1) Must have at least five (5) years of experience in test evaluation of airborne EW systems and components.
- (2) Must have knowledge and skills (i.e. operating oscilloscopes, volt meters, function generators and setting up of small tests) sufficient to support higher graded technicians or engineer in designing, monitoring, and evaluation of airborne antiship EW systems and components.
- (3) Must have knowledge of standard engineering formulae and application of engineering analysis procedures to derive accurate test data and results.

Administrative Assistant

Education: High school graduate with business courses in typing, bookkeeping, and business mathematics.

and

Experience:

- (1) At least five (5) years experience in office management and related office equipment operation.
- (2) Must be familiar with DOD security procedures, such as obtaining clearances, classified storage procedures, dissemination of information, generating and receiving classified information.
- (3) Must have knowledge of engineering terminology, purchasing procedures, and development of DOD briefing packages.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING SER: 052-00

a. FACILITY CLEARANCE REQUIRED

SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

							SECRET			
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12. FUBLIC HELEASE. Any information (classified or	
	unclassified) pertaining to this contract shall not be released for public dissemination except as provided
by the Industrial Security Manual or unless it has be	sen approved for public release by appropriate U.S. Government authority. Proposed public releases shall
	Direct Through (Specify)
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COMMANDING OFFICER, NAVAL R	ESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 5763.
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to the Directorate for Freedom of Information and S	ecurity Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for	or disclosure shall be submitted to that agency.
	on guidance needed for this classified effort is identified below. If any difficulty is encountered in
applying	
this guidance or if any other contributing factor inc	dicates a need for changes in this guidance, the contractor is authorized and encouraged to provide
recommended changes; to challenge the guidance of	or the classification—assigned to any information or material furnished or generated under this contract:
handled and protected at the highest level of classic	is guidance to the official identified below. Pending final decision, the information involved shall be fication assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward
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Access to classified information is not re-	quired for the purpose of submitting a bid/proposal for this statement of work.
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